

Perry CSD

Perry EA

7/1/2006 6/30/2007

Master Contract

between

Perry Community School District

and

Perry Education Association



2006 – 2007

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ARTICLE I

AGREEMENT AND RECOGNITION

1.1 Agreement

This Agreement is made and entered into between the Board of Education of the Perry Community School District (hereinafter referred to as the "Board"), and the Perry Education Association (hereinafter referred to as the "Association").

Witnesseth:

Whereas, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining Agreement.

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

1.2 Recognition

The Board of Directors of the Perry Community School District (hereinafter referred to as the "Board") recognizes the Perry Education Association (hereinafter referred to as the "Association") as the sole and exclusive negotiating agent for the regularly employed certified personnel, as set forth in the PERB Certification instrument (case number: 456) issued by the PERB on the 9th day of October, 1975.

ARTICLE II

BOARD-ASSOCIATION RELATIONS

2.1 Request for Meetings

The Board and the Association shall meet for the purpose of negotiating. Requests from the Association for negotiation meetings shall be made by the head of the Association team. Requests from the Board shall be made by their designated representative.

The schedule for negotiations is to start on or after September 1st. After this date, either party may request the first meeting according to the following rules:

Within ten (10) days of the date of the request, a mutually convenient time and place for the first meeting shall be established. The first meeting shall take place no later than twenty-four (24) days following the date of the request. At this time, the party requesting the first meeting will present their proposals on each article of the present contract. This does not preclude the addition of new articles or proposals as permitted by law.

Additional meetings shall be agreed upon by the negotiating representatives as may be necessary.

Negotiations will not take place between 8:00 a.m. - 4:00 p.m. on a school day except by mutual agreement of the Board and the Association.

2.2 Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals and counterproposals and reach tentative agreement on items being negotiated.

2.3 Dues Deduction

An employee who is a member of the Perry Education Association, or who has applied for membership in the Perry Education Association, may sign and deliver to the Board an assignment authorizing payroll deduction of membership dues of the Perry Education Association. The form of the assignment shall be as set forth in Section 2.4 and shall be signed and delivered to the Board prior to the tenth (10th) day of September of each year.

Pursuant to receiving a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total annual membership dues of the Perry Education Association from the regular salary check of the employee each month for 12 consecutive months beginning in September and ending in August.

New employees commencing work after September tenth (10th) may have their total membership dues of the Perry Education Association prorated and deducted in equal installments on the basis of the remaining months of employment through June provided the authorization form is signed and delivered to the Board by the first (1st) of the month prior to the first deduction.

The Board shall have no responsibility for collecting said dues for any month the employees regular salary check is insufficient to cover said deduction. The total deducted shall be remitted to the Perry Education Association.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

2.4 Dues Deduction Authorization

I, _____, hereby request and authorize the Perry Community School District to withhold equal deductions of \$_____per month for each of _____ consecutive months beginning with _____payroll for payment of my membership dues to the Perry Education Association for the 20____-20____fiscal year. The total amount withheld shall be remitted to the Perry Education Association.

ARTICLE III **NON-INTERRUPTION OF SERVICES**

3.1 Facilities and Equipment Usage

1. The Association may have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program or working day. As appropriate, such meetings will be scheduled with the district office or local school.
2. The Association may be given the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiation unit, provided such use in no way interferes with any aspect of the instructional program.

3. The Association may be provided with a bulletin board space in each school. Only authorized representatives of the Association will use the designated bulletin board space for Association announcements and all material posted will relate only to the Association's office business.
4. Any visitor to the school must obtain permission from the building principal or his/her designee before they talk to faculty members during school hours.

Duly authorized representatives of the Association and its respective affiliates may talk to any employee on school property after the student day. The representative must inform the building principal or the superintendent of schools of the visit. These visits shall not interfere with the extracurricular assignments of the employee. The building principal or superintendent may permit visits at other times during the workday.

Duly authorized representatives of the Association and their respective affiliates shall request permission, through the principal, to talk to any employee on school property during school hours.

5. The Association may have access to phones in the school for local calls only, excepting credit card calls, as long as it does not interfere with the routine business of the school. The principal in each school will designate which phone can be used.
6. The Association may utilize the duplicating equipment for employee information authorized only with the signature of the Association president. The signature shall appear on the original and the duplicated material. The Association shall pay for all expenses of material utilized. Said work shall be done outside the school day.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

1. Grievance

A grievance is a claim by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of any specific provisions(s) of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

4.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible level claims, which may arise under the Agreement. All parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level of the procedures.

4.3 Individual Freedom Clause

The terms of these grievance procedures shall in no way negate the rights of any individual from meeting privately to process a grievance procedure. This shall include however, at the option of the aggrieved person, the right of accompaniment of two persons of their choosing through level three.

4.4 Limitations

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures:

1. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. This time limit, however, may be extended by written mutual agreement.
2. It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. Employees may file grievances or attend grievance meetings with the appropriate administrator under the procedures of 4.5 below both before and after the student school day and during their lunch period, not otherwise assigned.
3. If any grievance has been denied because it has not been filed in the proper manner, an additional five (5) calendar days will be allowed to refile. This clause does not permit refiling of any grievance barred by 4.4(1).

4.5 Procedures

Level 1

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.

Level 2

If the grievance cannot be resolved informally, the aggrieved person may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the master contract to which the grievance pertains, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within thirty (30) calendar days from the date of occurrence of the event-giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within fourteen (14) calendar days after receipt of the formal written grievance.

Level 3

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person may file, within fourteen (14) calendar days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within fourteen (14) calendar days after such written grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within thirty (30) calendar days of the third step grievance meeting and communicate it in writing to the employee and the principal.

Level 4

If the grievance is not resolved *satisfactorily at step three*, the Association may call for arbitration if written consent to such arbitration is provided by the employee or employees whose grievances will be presented to the arbitrator, unless mutually agreed that the Board shall be the final authority. A single arbitrator shall be selected from a list of five (5) arbitrators provided by the Public Employment Relations Board. The two parties shall determine by lot who shall remove the first name. Each party shall be allowed 48 hours to submit to the other party the name crossed off this list. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision within thirty (30) calendar days. This decision will be binding on both parties.

The public employer and employee organization shall share equally the fees and expenses incurred by the arbitrator. Any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.

4.6 Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest, and their designated or selected representative, heretofore referred to in this article. Any arbitration hearing shall be conducted outside the employee workday, unless the employer, the aggrieved person, and the Association mutually agree to waive this requirement.

ARTICLE V **EVALUATION PROCEDURES**

5.1 Staff Evaluation

Each school year, the administrators shall present the employees with the evaluation procedures and instruments. No evaluation shall take place until such orientation has been completed.

The provisions of the Perry Professional Growth System will be utilized for the on-going performance reviews of teachers for their continual professional growth (see overview of the Perry Professional Growth System at the end of Article V). Each teacher shall have access to the entire Perry Professional Growth System Document.

5.2 Evaluation Limitations

Nothing in this Article is to be construed as precluding evaluation of employees by other means concerning any aspect of their job related activities. A copy of any written evaluation by the evaluator shall be provided to the employee. The employee shall have the right to submit an explanation or other written statement regarding the evaluation for inclusion in the personnel file.

5.3 Board and Perry Education Association Responsibilities

The Board of Directors shall establish the criteria for evaluating employees and shall adopt evaluation instruments to be used by evaluators. In adopting a change in the evaluation instrument, the superintendent or designee shall form a teacher/administrator committee to recommend criteria to be used. The Perry Education Association shall also approve the evaluator instruments to be used by evaluators.

Tier I BEGINNING TEACHER	Tier II EXP. TEACH W.STAND. LIC.	Tier III CAREER TEACHER	INTENSIVE ASSISTANCE
Who: <ul style="list-style-type: none"> • New beginning teacher • New experienced teachers without a standard teaching license 	Who: <ul style="list-style-type: none"> • New experienced teachers who possess a standard teaching license 	Who: <ul style="list-style-type: none"> • Career teachers 	Who: <ul style="list-style-type: none"> • Career teachers in need of specific assistance in identified area(s) of the Iowa Teaching Standards and Criteria, Individual Career Development Plan and/or district expectations.
Purpose: <ul style="list-style-type: none"> • To insure that the Iowa Teaching Standards and Criteria are understood, accepted, and demonstrated • To provide support in the implementation of the Iowa Teaching Standards and Criteria • To provide documentation on the Iowa teaching standards and criteria for licensure recommendation • Accountability for decisions to continue employment 	Purpose: <ul style="list-style-type: none"> • To insure that the Iowa Teaching Standards & Criteria are understood, accepted, and demonstrated (emphasis on standards 2, 3, and 6). • To provide support in the implementation of the Iowa Teaching Standards and Criteria • To provide accountability for decisions to continue employment 	Purpose: <ul style="list-style-type: none"> • To promote professional growth • To improve student achievement • To focus on continuous implementation of the Iowa Teaching Standards and Criteria, Individual Career Development Plan and/or district expectations 	Purpose: <ul style="list-style-type: none"> • To provide organizational support and assistance to career teachers. • To focus on quality assurance with support.
Process: <ul style="list-style-type: none"> • Three classroom walk-throughs, three formal observations and feedback, annually • Portfolio development • Professional development activities through the district mentoring and induction program and district career development plan • Regular evaluation reports and feedback through formative and summative reviews • Comprehensive review to determine licensure recommendation 	Process: <ul style="list-style-type: none"> • Three classroom walk-throughs, one formal observation, and feedback. • Portfolio development • Professional development activities through the district mentoring and induction program and district career development plan • Summative review and feedback to determine employment recommendation 	Process: <ul style="list-style-type: none"> • Three classroom walk-throughs annually, one formal observation every three years and feedback. • Continuous review of the implementation of the Iowa Standards and criteria and continued documentation that the career teacher meets the district expectations, Individual Career Development Plan and the Iowa teaching standards through a performance review at least once every three years. • Collaborative development of individual professional growth plans • Reflection and feedback on portfolio and growth plan progress and impact through at least an annual conversation with the supervisor 	Process: <ul style="list-style-type: none"> • Phases <ol style="list-style-type: none"> 1. Awareness 2. Assistance • Development and implementation of an intensive assistance plan for no longer than twelve months • Regular reports and feedback and a performance review. • Regular walk-throughs and formal observations as needed.

Tier I BEGINNING TEACHER	Tier II EXP. TEACH W.STAND. LIC.	Tier III CAREER TEACHER	INTENSIVE ASSISTANCE
<p>Documentation:</p> <ul style="list-style-type: none"> • Pre-observation completed by teacher • Observation reflection form completed by teacher after an observation • Comprehensive Evaluation/Summative Evaluation form completed in year one and two by administrator • Completion of state required form for licensure at the end of year two by administrator • Completion and submission to DE of state required forms by teacher • Portfolio completion by teacher 	<p>Documentation:</p> <ul style="list-style-type: none"> • Pre-observation completed by teacher • Observation reflection form completed by teacher after an observation • Summative Evaluation form completed after year one by administrator • Portfolio completion by teacher 	<p>Documentation:</p> <ul style="list-style-type: none"> • Three year Individual Career Development Plan completed by teacher • Individual Career Development Plan form updated annually with administrator • Annual Career Performance Review by administrator utilizing same form for all three years • At least one formal observation in three year cycle • Once in the three year cycle, a pre-observation form will be completed by teacher • Reflection form completed by teacher after an observation • Portfolio completion by teacher • Administrator's documentation if teacher is moving into Intensive Assistance Form 	<p>Documentation:</p> <ul style="list-style-type: none"> • Notification of placement in Awareness Phase • Awareness Phase-Identification of Concern form completed by administrator • Completion of Awareness Phase-Final Summary Form by Administrator at end of Awareness Phase • Notification of placement in Assistance Phase • Completion of Assistance Plan - Plan of Assistance Form by Administrator and teacher • Completion of Assistance Plan-Progress Form by administrator according to pre-determined timeline • Completion of Assistance Plan-Final Summary Report by administrator at end of Assistance Plan

ARTICLE VI

PROCEDURES FOR STAFF REDUCTION

6.1 Coverage

All employees under this Agreement are covered including any employee on leave of absence, except for employees who have been hired to replace an employee on leave of absence.

6.2 Notification

Within the time permitted by law, the Superintendent or his designee shall notify an employee of a recommendation to the Board to terminate that employee's employment.

6.3 Classification

Employees shall be classified in the following manner for purposes of staff reduction.

1. Classroom teachers in K-5th grade.
 - a) Any Other Classification
2. Grades 6-8 and 9-12 by Curriculum Area:
 - a) Science
 - b) Math
 - c) Social Studies
 - d) Language Arts
 - e) Foreign Language
 - f) Business Education
 - g) Industrial Ed
 - h) Family and Consumer Sciences
 - i) Any Other Classifications
3. Areas of Special Services by Area:

a) Nurses	j) 6-8 PE Teachers
b) K-5 Special Ed	k) 9-12 PE Teachers
c) 6-8 Special Ed	l) K-5 Art Teachers
d) 9-12 Special Ed	m) 6-8 Art Teachers
e) Librarians	n) 9-12 Art Teachers
f) K-5 Music Teachers	o) Driver Education
g) 6-8 Music Teachers	p) All Other Areas
h) 9-12 Music Teachers	
i) K-5 PE Teachers	

6.4 Procedure

1. Employees will be grouped into their appropriate classifications based on their primary assignments. Employees who have been involuntarily or voluntarily transferred will be considered in their present classification and the classification they previously were assigned (provided such area was a primary assignment) for a period of five years from the date of the transfer.
2. Employees shall be ranked within each group on the following basis:
 - a) Employees will be given one (1) point for every year of teaching experience in the Perry Community School District and one-half (1/2) point for every year of teaching experience outside the Perry Community School District. Experience will be counted regardless of whether it was full-time or part-time (but not substitute) up to a maximum of ten (10) points.

- b) Employees will be given points for education on the following basis

BA Degree.....0 points
 BA Degree plus 6 hour.....1 point
 BA Degree plus 12 hours...2 points
 BA Degree plus 18 hours...3 points
 BA Degree plus 24 hours...4 points
 BA Degree plus 30 hours...5 points
 MA Degree.....6 points
 MA Degree plus 8 hours.....7 points
 MA Degree plus 15 hours...8 points
 MA Degree plus 23 hours...9 points
 MA Degree plus 30 hours.10 points

All college credit hours above the BA Degree shall be graduate hours unless specifically waived by the administration.

- c) Employees will be ranked within each group on the basis of their total amount of points. Ranking the employee with the greatest length of continuous service higher will break ties.

2. In the event that the employer determines that a reduction in staff is necessary, the employer shall determine what classifications shall be reduced. The superintendent shall notify the employee lowest in rank in each classification unless the superintendent determines that an alternate teacher should be selected because of the following considerations:

3.

- a) Program continuity (including assignments covered by the extra pay schedule)
- b) Multiple teaching assignments in more than one (1) classification which, in the discretion of the superintendent, cannot be satisfied by changes in assignment of the staff.
- c) Differences in certification which make one (1) employee preferable for retention over another employee for current academic assignments or assignments anticipated for the next school year.
- d) If employees have a difference in point total of one (1) point or less, the superintendent may select either employee for staff reduction without regard to rank.

6.5 Recall

Employees who have been terminated as a result of staff reduction shall be eligible for recall to an available position in the category from which they were reduced for a period of two years from the date of their termination by filing a written request for recall consideration with the superintendent.

When the employer determines that a position is available the position will be offered to an employee on the recall list by applying the same criteria as are used for determining staff reductions. The employees on recall shall inform the employer of any change in their education or experience and the employer shall be permitted to rely on the information available in the District records.

Notice of recall shall be given by certified mail, return receipt requested. If an employee fails to respond within ten (10) days after mailing of the above notice of recall, the employee will be deemed to have refused the position. It is the responsibility of the employee to inform the Board of his/her current address.

Any laid off employee shall return previous sick leave and seniority benefits while laid off and shall have these restored if recalled. No employee shall accrue benefits while on recall.

Nothing in this Article shall require the Board or its designee to solicit employee resignations or retirements.

6.6 Exclusion

This Article shall not apply to employees hired to replace an employee on leave of absence. The determination to terminate the employee shall not be subject to the Grievance Procedure nor shall such an employee have any recall rights.

ARTICLE VII PROCEDURES FOR TRANSFER

7.1 Voluntary Transfer Procedures

The superintendent shall post all vacancies for a minimum of seven calendar days (excluding Winter and Spring breaks) in advance of filling said vacancies. No position shall be filled unless current employees have been given a seven calendar day period of time to request a voluntary transfer for said position. If a vacancy occurs between August 1st and May 31st to fill out the current school year, the seven-calendar day period of time need not apply. If a substitute non-contract teacher is hired to fill the position for the current school year, that position will be considered vacant for the next school year and the seven-day period will apply before the position will be filled the next school year. Notice of summer vacancies shall be voice-mailed to all the employees.

Employees who desire to transfer in grade and/or subject who desire to be transferred to another building, shall submit a letter of interest for each posting.

7.2 Involuntary Transfer Procedures

This Article will apply when the vacant position cannot be filled by a voluntary transfer or when a request for a voluntary transfer has been denied.

If the involuntary transfer is necessary, the administration shall base its transfer on the relative skill, ability and competence, as determined by written evaluations and the certification, qualifications, and experience of employees available to do the work. If a choice must be made between two (2) or more employees of equal skill, competence, certification, qualifications and experience to work in the designated area, the employee with the least continuous length of service in the district, regardless of whether it was full or part-time (but not substitute) service, will be transferred first.

An involuntary transfer shall be made only after a notice of intent has been given and a meeting has been held between the employee involved and the Superintendent, at which time the employee shall be given written reason(s) therefore. If requested by the employee, an individual of the employee's choice may accompany the employee.

The District has the authority to make the transfer decision pursuant to the procedures in the Article. The involuntarily transferred employee has the right to grieve if the procedures are being challenged, but not to grieve the District's decision that a transfer is needed.

ARTICLE VIII HEALTH AND PHYSICAL EXAMINATIONS

- 8.1 Proof of the district required physical examination shall be submitted by all employees upon their initial employment. Only the district provided form will be accepted as verification of a valid physical.

- 8.2 After employment, the employee shall have the district required physical examination every three years as mandated by law. The employer shall pay up to a maximum of \$60 for the required physical examinations if the employee requires a chest x-ray and the insurance deductible has not been met. Only the district provided form will be accepted as verification of a valid physical.
- 8.3 Employees whose physical, mental, and/or emotional well being may be in doubt in the opinion of the employer shall present satisfactory examination results when requested to do so. When the employer has requested an examination, the employer will absorb the expense not covered by insurance; provided; the employer designates the extent of the examination and approves the examiner and/or physician in advance. Should the employee elect not to receive advanced approval of the examiner and/or physician and a second opinion is requested by the employer, the employer, at their expense, may designate the examiner and/or physician and the extent of the examination.

ARTICLE IX

INSERVICE EDUCATION TO TEACHERS

- 9.1 The inservice day(s) established shall be counted as contract day(s). The Board may designate additional voluntary inservice training for employees, which does not count as a contract day unless approved by the administration.

ARTICLE X

EMPLOYEE HOURS

- 10.1 The working day, excluding extra assignments, will be eight (8) hours in length. Building principals may be flexible in administering the daily individual work schedule. The eight (8) hours will include a duty free lunch period of no less than twenty (20) minutes unless unusual circumstances require otherwise. On Fridays or on days preceding holidays or vacations employees may depart school after all of their responsibilities have been concluded and/or all of the students have left the building.
- 10.2 Employees shall attend, outside of school hours, such professional meetings (inservice, staff, parent-teacher conferences, subject area meetings, etc.) called by an administrator for coordinating the work of employees in the school program. In the event that a professional workshop cannot be scheduled during one of the scheduled inservice days on the school calendar, and a teacher is requested to attend such a workshop on another day outside of the scheduled inservice days or the scheduled school calendar, the following shall apply:

The administrator shall trade a scheduled day of inservice for the day that the teacher has to use to attend said professional workshop. In this situation, the teacher shall work the day of the workshop and shall not be required to work on the agreed upon inservice day. This traded inservice day shall be mutually agreeable between the administrator and teacher. Teachers shall work sixteen (16) hours of scheduled parent-teacher conference time per school year in exchange for two (2) full comp days, which shall be designated on the school calendar.

ARTICLE XI **HOLIDAYS**

The regular contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

ARTICLE XII **LEAVES OF ABSENCE**

12.1 Personal Illness

Employees who report for work shall be granted leave of absence for personal illness or injury with full pay at a rate of 15 days per year cumulative to 90 days. When the employee reports to work to begin a school year and has accumulated the maximum allowable amount of personal illness leave, the employee shall also be credited with an additional 15 days of personal illness leave, limited, however, to the current school year. An employee may carry forward no more than 90 days to the subsequent school year.

12.2 Immediate Family Illness

Employees may use up to ten (10) days of personal illness leave for illness in the immediate family (spouse, child, parents, father-in-law, mother-in-law, siblings, grandchild, or full time members of household).

12.3 Family Leave

Consistent with the Family Medical Leave Act, each employee who has been employed at least 12 months and who has worked at least 1,250 hours during the preceding 12 months will be granted a maximum of 12 weeks unpaid leave of absence each year. For purposes of calculating the 12-week period, the year will be defined as the fiscal year beginning July 1 and ending June 30.

As per the Act, family and medical leave will be granted only for the following purposes:

- for the employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
- to care for the employee's spouse, child or parent who has a serious health condition;
- the birth and care of an employee's child; or
- to care for a child placed with the employee through adoption or foster care.

Employees will utilize any existing paid leave provided by this Agreement which will be counted toward the 12 week family and medical leave period in this section to the extent which such leave is for a purpose provided above and which is for a purpose established under the existing paid leave provision from which the paid leave will be taken. Upon exhaustion of paid leaves counted toward the 12 week family and medical leave period, any remaining family and medical leave taken will be unpaid.

The District will continue the District's contributions toward medical insurance on behalf of the employee for up to 12 weeks. If the employee has more than 12 weeks of paid leave available, the District shall continue its contribution until the paid leave is exhausted. The employee shall remit the employee's contribution toward health insurance by the date the District makes payment to the insurance carrier. The employee will be required to reimburse the District for any employer-owned benefit contributions made by the District on the employees behalf while the employee was on unpaid leave under this section.

The District may require an employee to provide written certification from a health care provider when an employee requests leave under this section for the employee's own serious health condition or to care for the employee's parent, spouse or child with a serious health condition. ***All other relevant terms and conditions of the Family Medical Leave Act not addressed herein will apply and supersede any conflicting provision of this Agreement.***

12.4 Bereavement Leave

From one to five (1 to 5) days of leave, with pay, shall be granted at any one time in the event of the death of an employee's spouse, child, step-child, parent, step-parent, full time member of the household, or significant other.

A total of five (5) days leave, with pay, during the year may be granted to attend the funeral of a son-in-law, daughter-in-law, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild, aunt, aunt-in-law, uncle, uncle-in-law, niece, nephew, or significant other.

12.5 Personal Leave

Employees shall be granted leave of absence for personal leave with full pay at a rate of two (2) days per year. A personal leave day may be used for any purpose at the discretion of the employee.

An employee may accumulate a maximum of four (4) days of personal leave for any given year.

Personal leave may not be taken during the week preceding the end of the semester or trimester or the last working day before or after a holiday without the permission of the employee's principal. A principal may limit number of employees taking personal leave on a given day to ten percent (10%) of the employees reporting to him or when substitutes are unavailable.

An employee planning to use a personal leave day or days shall notify his principal by a written leave request form at least three days in advance, except in cases of emergency. Such leave will be taken at a minimum of one-half day per occurrence.

12.6 Leave Without Pay

This leave must be arranged with the building principal and approved by the superintendent in advance. The request and approval or denial shall be completed on a "leave of absence request" form furnished by the employer.

The employee may be asked to explain the reason for any unpaid leave time requested and restrictions may be imposed on unpaid leave. Pay deductions shall be based on the duties required of the employee as of the date of the absence.

In its discretion, the Board may grant other leaves of absence. For example, adoption or sabbatical leaves, on the terms it deems advisable considering the availability of qualified substitutes, the educational schedule, and other relevant factors.

12.7 Professional Leave

Professional leave with pay may be allowed as approved by the building principal and the superintendent of schools. Board authorization may be required for out of state meetings, if first approved by the building principal and the superintendent.

The employee will be reimbursed for registration, lodging, meals, and travel expense to the extent approved prior to the leave if evidenced by receipts for said expenses.

12.8 Association Leave

Up to four (4) days shall be available for representatives of the Association to attend the ISEA Delegate Assembly. This shall be a paid leave. The employee shall pay the cost of a substitute for any day taken as Association Leave.

12.9 Catastrophic Leave

In the event that an employee has a spouse or child who has a life threatening illness or has been involved in a life threatening accident, the following shall apply. The employee shall file with his/her supervisor a written request to receive catastrophic leave, stating the reasons why the employee is making the request. After the employee has made his/her written request for catastrophic leave, the employee, the employee's supervisor, and the Superintendent shall meet to review the situation. The employee shall cooperate with the Superintendent and provide the Superintendent with all of the information that he/she deems necessary to make a determination of whether the employee is eligible to receive catastrophic leave. The decision whether an employee is eligible to receive catastrophic leave, including the decision whether an employee continues to be eligible to receive catastrophic leave is within the sole discretion of the Superintendent.

If the Superintendent determines that an employee is eligible for catastrophic leave, the employee shall use the leave for only the time the Superintendent deems the employee eligible to use the leave. An employee who is eligible for catastrophic leave shall exercise the use of his/her leave in the following order: (1) all Family Illness Leave days; (2) all Personal Leave days; and (3) up to a maximum of 40 Personal Sick Leave days. This provision shall be administered consistently with the Family Medical Leave Act.

ARTICLE XIII **SALARIES**

13.1 Pay Periods

Each employee will be paid in 12 equal installments on the 25th of each month. Employees will receive checks at their regular building.

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day if possible. Bookkeeping will prevent the advancement of any payday by more than three (3) days and a break down in equipment would not make it possible to meet any set date.

13.2 Final Pay

Employees who are leaving the employment of the district may requisition, prior to June 1st, their final check for the balance of their contract on June 25th. Said request will be subject to budgetary limitations. Other arrangements may be worked out with the business office by mutual agreement.

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employees.

13.3 New Employee Pay

Employees who are new to the Perry Community School District may, at their request, elect to receive up to \$600 of their salary after the completion of the first ten (10) working days of employment if written request is made to the Superintendent during those first ten days.

13.4 Advancement On the Salary Schedule

1. Initial salary schedule placement of employees shall be at the discretion of the Board. Employees with two years or less experience shall be placed on not less than step 2.

2. Advancement for employees shall be reviewed each year and if approved by the Board, each employee will be granted increments on the salary schedule until the maximum for their educational classification has been reached. Employees who were on step 1 of the schedule during the 1999-2000 school year shall be compensated for the 2000-2001 school year only at the rate of 1.06 times the base salary.
3. A year of service consists of employment in the Perry School District for ninety (90) consecutive teaching days or more in one school year.
4. All college credit hours above a BA Degree, applied to the salary schedule, shall be graduate semester hours unless specifically waived by the superintendent. Suitable evidence of courses completed must be submitted to the superintendent on or before September 7 to be eligible for a salary adjustment during that school year. If an official transcript is not included in the evidence, it must be submitted on or before October 1.

13.5 Pay For Extra Duties

Each employee shall be paid \$25 per assignment for working student activities, which do not occur during the employee hours, listed in Article X.

Included are the following items when administratively assigned:

1. Selling or taking tickets and assigned supervision of home interscholastic sporting events.
2. Operating clock, keeping books and statistics, filming, operating the P. A. system and operating chain and down markers for home events.
3. Supervision of student pep buses to away events.
4. Supervision of graduation exercises.
5. Supervision of float construction.
6. Supervision of elementary, junior high and senior high fine arts performances.
7. Supervision of school parties and dances.
8. Saturday suspensions and Saturday help sessions. (These are considered double sessions at the High School)

The performance of a duty for which an employee received compensation pursuant to the Extra-Pay Schedule shall not be considered a student activity for the purpose of this section.

Nothing in this section shall preclude an employee from performing any of the above activities as a volunteer.

Nothing in this section shall preclude the Board from assigning non-employees to any of the above activities with or without pay.

13.6 Inter School Compensation

All teachers shall be reimbursed for any travel from the building at which they begin their day of service to the other schools to which they are assigned. Teachers shall be reimbursed for travel back to the building which they begin their day of service, if such travel is approved by the principal in advance.

13.7 Phase II Allocation

The Phase II funds will be allocated among bargaining unit and non-bargaining unit employees who are eligible for the funds.

1. An amount sufficient to pay any out-of-district obligation shall be deducted from the balance first.
2. The remaining balance after step one (1) shall be allocated to bargaining unit and non-bargaining unit employees eligible for Phase II payments.

3. The funds allocated under subparagraph two (2) shall be subject to a deduction for the proportionate share of FICA and IPERS payments that any distribution bears to the employee's regular compensation.
4. Employees outside the bargaining unit will be paid that portion of the average distribution under Phase II that their qualifying duties bear to their total salary.
5. Employees in the bargaining unit will be paid an amount determined by the index figure for their salary schedule pay multiplied by the amount of base salary increase the available Phase II money (as reduced above) would fund if distributed on the salary schedule as staffed on September 15 of the contract year multiplied by the employee's percent of full-time employment.
6. All payments contemplated by this section are subject to receipt of the full amount of funds due the district under Phase II. Any advance payments made anticipating funds not received by the district may be deducted by the district from any future payments owed to the employee.

13.8 Salary For Phase III Duties

Phase III does not currently exist. This language shall be eliminated from the contract with the understanding that it will be reinstated if Phase III money is reinstated.

13.9 Pay for Covering Class During Prep Period

Employees of the bargaining unit shall be paid \$14 per period when asked by an administrator to cover classes during their prep periods.

NOTE: The Legislature approved funding for one (1) additional day of inservice beginning with the 2005-06 school year. A 1-day extended contract will be issued based on each teacher's per diem rate.

ARTICLE XIV **INSURANCE**

14.1 Health Insurance Spending Account

- (1) Each full-time employee shall be credited with four hundred seventy dollars (\$486) per month in a flexible spending account. Employees who work at least half time but who work less than a full year (193 contract days) or less than a full-time contract shall receive a prorated portion of the full year, full-time amount. *(Also see 14.2)
- (2) Each eligible full-time employee shall elect at a minimum the single medical and single or family dental insurance offered by the Board. An eligible full-time or part-time employee who elects coverage may agree to the reduction of his or her salary otherwise payable under the agreement to obtain single or family insurance coverage. A full-time employee who does not elect family insurance may receive any excess flexible spending account funds as an addition to salary.
- (3) The single insurance required in this section shall be subject to the terms of the contract between the district and the insurance carrier. Employees who work less than half time will not be eligible to purchase the single insurance coverage except as may otherwise be required by law.
- (4) Employees become eligible for credit under the health insurance spending account on September 1. Any change in the amount of contribution from any prior contract year shall be effective on September 1.

14.2 Tax Sheltered Annuity

Based upon seniority as defined as total years of service to the District, District employees who have other health insurance coverage through a spouse or other means may opt for a tax sheltered annuity (employee's choice of annuity) worth \$245/month. This option will be available only for 25% of the District's employees and will be determined by seniority. Employees who opt for this benefit will forfeit the stipend of \$470/month that is paid to the employee under 14.1.

14.3 Long-Term Disability Insurance

The Board shall contribute for each full time employee, 100% of the employee's premium per month towards the purchase of long-term disability insurance. The Board shall determine the insurance company, provided comparable coverage is maintained.

14.4 Worker' Compensation Insurance

The Board will provide workers' compensation insurance as required by law.

14.5 Life Insurance

For each full time employee, the Board shall purchase, at Board expense, a \$50,000 term life insurance policy.

14.6 Commencement of Coverage

1. The insurance coverage provided under paragraph 1 of this Article shall commence on the first day of the month following the month in which the employee begins actual performance of duties and in no case earlier than September 1 unless specially arranged.
2. The insurance provide in paragraph 2 of this Article shall commence on the first day of the month following the month in which the employee begins actual performance of duties.
3. The insurance provided in paragraph 4 of this Article shall commence on the first day the employee commences actual performance of duties.
4. Commencement dates and terms of all insurance coverages shall be as provided in the policy. Any conflicts in language shall be controlled by the terms of the insurance policy.

ARTICLE XV **SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law.

ARTICLE XVI
TERMS OF AGREEMENT

This agreement shall be in force and effect from July 1, 2006 to June 30, 2007 with a re-opener for insurance and wages each year. This agreement shall continue from year to year after June 30, 2007, unless written notice of a desire to terminate this Agreement is served by either party on the other on or before October 15, 2006.

In Witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators and their signatures placed hereon, all on the 22nd day of May 2006.

PERRY EDUCATION ASSOCIATION

Catherine A. Stone

Roger Niemeyer

CO- PRESIDENTS

Jami Blum

CHIEF NEGOTIATOR

PERRY COMMUNITY SCHOOLS
BOARD OF EDUCATION

David C. May

PRESIDENT

Paul J. M. Calk

CHIEF NEGOTIATOR

***Perry Community School District
2006-2007***

STEP	BA	BA+12	BA+24	MA	MA+15	MA+30
1	26166	27213	28259	29306	30614	31923
2	27213	28259	29306	30353	31661	32969
3	28259	29306	30353	31399	32708	34016
4	29306	30353	31399	32446	33754	35062
5	30353	31399	32446	33492	34801	36109
6	31399	32446	33492	34539	35847	37156
7	32446	33492	34539	35586	36894	38202
8	33492	34539	35586	36632	37941	39249
9	34539	35586	36632	37679	38987	40296
10	35586	36632	37679	38726	40034	41342
11	36632	37679	38726	39772	41081	42389
12	37679	38726	39772	40819	42127	43436
13		39772	40819	41866	43174	44482
14			41866	42912	44221	45529
15				43959	45267	46575
16				45006	46314	47622
17					47360	48669
18						49715

***Perry Community School District
2006-2007 Salary Schedule Index***

Factor Schedule

STEP	BA	BA+12	BA+24	MA	MA+15	MA+30
1	1.00	1.04	1.08	1.12	1.17	1.22
2	1.04	1.08	1.12	1.16	1.21	1.26
3	1.08	1.12	1.16	1.20	1.25	1.30
4	1.12	1.16	1.20	1.24	1.29	1.34
5	1.16	1.20	1.24	1.28	1.33	1.38
6	1.20	1.24	1.28	1.32	1.37	1.42
7	1.24	1.28	1.32	1.36	1.41	1.46
8	1.28	1.32	1.36	1.40	1.45	1.50
9	1.32	1.36	1.40	1.44	1.49	1.54
10	1.36	1.40	1.44	1.48	1.53	1.58
11	1.40	1.44	1.48	1.52	1.57	1.62
12	1.44	1.48	1.52	1.56	1.61	1.66
13		1.52	1.56	1.60	1.65	1.70
14			1.60	1.64	1.69	1.74
15				1.68	1.73	1.78
16				1.72	1.77	1.82
17					1.81	1.86
18						1.90

BASE: \$26,166

Employees in the lanes BA+24, MA, MA+15, and MA+30 will receive additional salary according to the following formula:

1% of the BA base, which is \$261.66, for 19 years of teaching experience

2% of the BA base, which is \$523.32 for 20-24 years of teaching experience

3% of the BA base, which is \$784.98, for 25-29 years of teaching experience

4% of the BA base, which is \$1,046.64, for 30 or more years of teaching experience

This does not compound.

*Years of teaching experience is defined as the number of years given to the employee when hired plus the number of years worked in Perry.

EXTRA CURRICULAR PAY SCHEDULE (2006-2007)

SENIOR HIGH	YEARS EXPERIENCE*				MIDDLE SCHOOL	YEARS EXPERIENCE			
	0 - 2	3 - 5	6 - 8	9 & Up		0 - 2	3 - 5	6 - 8	9 & Up
Activity Director	14%	14.75%	15.50%	16.25%	Athletic Director	7%	7.75%	8.50%	9.25%
Head Football	14%	14.75%	15.50%	16.25%	Head Coaches	7%	7.75%	8.50%	9.25%
Asst. Football	8%	8.75%	9.50%	10.25%	Assistant Coaches	5%	5.75%	6.50%	7.25%
Head Basketball	14%	14.75%	15.50%	16.25%	Cheerleading Coach	2.75%	3.50%	4.25%	5.00%
Asst. Basketball	8%	8.75%	9.50%	10.25%	Instrumental Music	7%	7.75%	8.50%	9.25%
9 th Basketball	8%	8.75%	9.50%	10.25%	Vocal Music	4%	4.75%	5.50%	6.25%
Head Wrestling	14%	14.75%	15.50%	16.25%	Student Council	4%	4.75%	5.50%	6.25%
Asst. Wrestling	8%	8.75%	9.50%	10.25%	Publications	2%	2.75%	3.50%	4.25%
Head Swimming	10%	10.75%	11.50%	12.25%					
Asst. Swimming	7%	7.75%	8.50%	9.25%					
Head Baseball	14%	14.75%	15.50%	16.25%					
Asst. Baseball	8%	8.75%	9.50%	10.25%					
9 th Baseball	7%	7.75%	8.50%	9.25%					
Head Softball	14%	14.75%	15.50%	16.25%					
Asst. Softball	8%	8.75%	9.50%	10.25%					
Head Track	10%	10.75%	11.50%	12.25%					
Asst. Track	8%	8.75%	9.50%	10.25%					
Head Cross Country	10%	10.75%	11.50%	12.25%					
Asst. Cross Country	7%	7.75%	8.50%	9.25%					
Head Golf	10%	10.75%	11.50%	12.25%					
Asst. Golf	7%	7.75%	8.50%	9.25%					
Head Soccer	10%	10.75%	11.50%	12.25%					
Asst. Soccer	7%	7.75%	8.50%	9.25%					
Head Volleyball	14%	14.75%	15.50%	16.25%					
Asst. Volleyball	8%	8.75%	9.50%	10.25%					
9 th Asst. Volleyball	7%	7.75%	8.50%	9.25%					
Cheerleading	10%	10.75%	11.50%	12.25%					
Chaperone	3%	3.75%	4.50%	5.25%					
Drill/Dance	7%	7.75%	8.50%	9.25%					
Debate	10%	10.75%	11.50%	12.25%					
Vocal Music	12%	12.75%	13.50%	14.25%					
Instrumental Music	14%	14.75%	15.50%	16.25%					
Drama	14%	14.75%	15.50%	16.25%					
Asst. Drama	12%	12.75%	13.50%	14.25%					
Journalism	6%	6.75%	7.50%	8.25%					
Yearbook	8%	8.75%	9.50%	10.25%					
Speech	14%	14.75%	15.50%	16.25%					
Asst. Speech	8%	8.75%	9.50%	10.25%					
Student Council	8%	8.75%	9.50%	10.25%					
Academic Decathlon	8%	8.75%	9.50%	10.25%					
Mock Trial	8%	8.75%	9.50%	10.25%					
Asst. Mock Trial	5%	5.75%	6.50%	7.25%					
Industrial Technology	16%	16.75%	17.50%	18.25%					
Girls' Bowling	6%	6.75%	7.5%	8.25%					
DECA	5%	5.75%	6.5%	7.25%					
FCCLA	5%	5.75%	6.5%	7.25%					

K-12

O.J.T. Director	\$500 **
Department Heads	7%
Head Teachers	7%
Intramural Director	6%
Adult Education	10%
Chaperone	3%
Equipment Repair	\$100
Summers Driver's Ed	\$135 per student
Extended Contracts	1/193 of current salary

**In lieu of mileage

Experience refers only to experience in Perry and in the area of the position. Experience begins with the 1981-82 school year being zero.

The parties agree that the Board may appoint or create an administrative Position for Athletic Director duties at a pay rate determined by the Board. The Board reserves the right to fill or leave vacant any position on the schedule.

EXTRA CURRICULAR PAY SCHEDULE (2006-2007)

SENIOR HIGH	YEARS EXPERIENCE*				MIDDLE SCHOOL	YEARS EXPERIENCE			
	0 - 2	3 - 5	6 - 8	9 & Up		0 - 2	3 - 5	6 - 8	9 & Up
Activity Director	3663	3859	4056	4252	Athletic Director	1832	2028	2224	2420
Head Football	3663	3859	4056	4252	Head Coaches	1832	2028	2224	2420
Asst. Football	2093	2290	2486	2682	Assistant Coaches	1308	1505	1701	1897
Head Basketball	3663	3859	4056	4252	Cheerleading Coach	720	916	1112	1308
Asst. Basketball	2093	2290	2486	2682	Instrumental Music	1832	2028	2224	2420
Head Wrestling	3663	3859	4056	4252	Vocal Music	1047	1243	1439	1635
Asst. Wrestling	2093	2290	2486	2682	Student Council	1047	1243	1439	1635
Head Swimming	2617	2813	3009	3205	Publications	523	720	916	1112
Asst. Swimming	1832	2028	2224	2420					
Head Baseball	3663	3859	4056	4252					
Asst. Baseball	2093	2290	2486	2682					
9 th Baseball	1832	2028	2224	2420					
Head Softball	3663	3859	4056	4252					
Asst. Softball	2093	2290	2486	2682					
Head Track	2617	2813	3009	3205					
Asst. Track	2093	2290	2486	2682					
Head Cross Country	2617	2813	3009	3205					
Asst. Cross Country	1832	2028	2224	2420					
Head Golf	2617	2813	3009	3205					
Asst. Golf	1832	2028	2224	2420					
Head Soccer	2617	2813	3009	3205					
Asst. Soccer	1832	2028	2224	2420					
Head Volleyball	3663	3859	4056	4252					
Asst. Volleyball	2093	2290	2486	2682					
9 th Asst. Volleyball	1832	2028	2224	2420					
Cheerleading	2617	2813	3009	3205					
Chaperone	785	981	1177	1374					
Drill/Dance	1570	1766	1962	2159					
Debate	2617	2813	3009	3205					
Vocal Music	3140	3336	3532	3729					
Instrumental Music	3663	3859	4056	4252					
Drama	3663	3859	4056	4252					
Asst. Drama	3140	3336	3532	3729					
Journalism	1570	1766	1962	2159					
Yearbook	2093	2290	2486	2682					
Speech	3663	3859	4056	4252					
Asst. Speech	2093	2290	2486	2682					
Student Council	2093	2290	2486	2682					
Academic Decathlon	2093	2290	2486	2682					
Mock Trial	2093	2290	2486	2682					
Asst. Mock Trial	1308	1505	1701	1897					
Industrial Technology	3872	4053	4235	4416					
Girls' Bowling	1570	1766	1962	2159					
DECA	1308	1505	1701	1897					
FCCLA	1308	1505	1701	1897					

K-12

O.J.T. Director	\$500 **
Department Heads	1832
Head Teachers	1832
Intramural Director	1570
Adult Education	2617
Equipment Repair	\$100
Summers Driver's Ed	\$135 per student
Extended Contracts	1/193 of current salary

**In lieu of mileage

Experience refers only to experience in Perry and in the area of the position. Experience begins with the 1981-82 school year being zero.

The parties agree that the Board may appoint or create an administrative Position for Athletic Director duties at a pay rate determined by the Board. The Board reserves the right to fill or leave vacant any position on the schedule.